

SUPPLEMENT TO MASTER CONTRACT PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION

WORKDAY AND REST BREAKS

The regular work day will be from 8:00 a.m. to 5:00 p.m. One 15-minute rest break will be granted during the first four hours of the eight hour work day and one 15-minute rest break during the second four hours. Notification prior to leaving the building during a rest break will be required. For any non-approved leave for personal reasons extending over 15 minutes, the employee will be required to take the appropriate leave time. Rest breaks may not be used to extend lunch periods, except with prior approval.

ARTICLE 8, SECTION 7. (Master Agreement)

Management personnel may occasionally assist in performing or perform tasks otherwise considered to be duties of bargaining unit members.

ASSOCIATION/MANAGEMENT COMMITTEE

In order to facilitate communication and resolve issues of mutual interest, an Association/Management Committee will be formed which will consist of no more than three employees who are members of the bargaining unit and three employer representative(s). These six individuals will make up the core committee.

The Committee shall not take the place of bargaining or the grievance procedure, but will consider day-to-day kinds of matters which are not discussed in the staff meetings, unless it is mutually agreed that the subject be considered by the Committee. In no case will this committee modify or abrogate the terms and conditions of this contract or the Master Agreement.

The Executive Director of the Montana Public Employee Retirement Administration (MPERA), the Director's designee or the bargaining unit executive committee may request such a meeting. The meeting will be held on the Employer's time whenever possible, at a time and date mutually agreeable. Typically, meetings will be held the Wednesday prior to scheduled MPERA board meetings. Meetings will be held monthly in the beginning and then at least quarterly or more often as necessary and as determined by the committee members.

Training will be scheduled as soon as possible for the members of the committee. Core members as well as one MPERA board member and an MPEA representative will attend training and the first four committee meetings. Following the first four committee meetings, the core members will determine if

the board member and MPEA representative shall continue to regularly attend committee meetings.

FLEXIBLE HOURS

Employees may, with the Management's approval, work a flexible schedule. Work hours will be scheduled between 7:00 a.m. and 6:00 p.m. All lunch breaks will be scheduled between 11:00 a.m. and 2:00 p.m. A schedule consisting of eight hours a day, a half-hour lunch break may be scheduled. A work schedule that includes over eight hours a day, a lunch break of at least one hour must be scheduled. Any time that these flex-time arrangements disrupt maintenance of efficient operations of the agency between 8:00 a.m. and 5:00 p.m., employees' schedules will temporarily be changed to fit these needs. The employee and his/her representative will design a package proposal of all changes in flex-time schedules for Management's consideration. These changes in the flex-time scheduling may be considered quarterly. Employees on flexible hours may request in the quarterly package that they rotate their schedules within a bureau on a monthly basis. This rotation must be worked out among employees involved before it is proposed in the quarterly package. Should a dispute arise concerning schedules, the Association/Management Committee shall make the decision on the package. The package is subject to Management approval. However, in order to provide for a flexible work week, the provisions for overtime or compensatory time and one-half after eight hours a day, as set forth in Article 8 of the MPEA Master Agreement, may be waived by mutual agreement between the Employer and the employee.

Management may designate some positions that will not be included in this flex-time policy.

There will be no changes in classification due to flex-time.

CLASSIFICATIONS

1. An employee or his/her representative affected by the operation of the Classification Act is entitled to file a complaint with the Board of Personnel Appeals provided for by law and to be heard under the provisions of a grievance procedure to be prescribed by the Board.
2. Direct or indirect interference, restraint, or retaliation by an employee's supervisor or the agency for which the employee works or by any other agency of state government against an employee because the employee has filed, or attempted to file, a complaint with the Board shall also be basis for a complaint and shall entitle the employee to file a complaint with the Board and to be heard under the provisions of the grievance procedure prescribed by the Board.

3. An action attempting to revise the class specifications of or series of class specifications involving an employee exercising the right to appeal their classification, which would adversely affect the employee prior to final resolution or entry of a final order with respect thereto is presumed to be an interference, restraint, coercion, or retaliation prohibited by subsection 2 of this section unless such review was commenced or scheduled prior to filing of the appeal and was not prompted by the grievance appealed from. The presumption is rebuttable.

ARTICLE 10. SECTION 8. (Master Agreement)

An employee awaiting approval on an industrial accident claim must be considered on leave without pay, sick leave or vacation pay status and must provide all required medical information from the attending physician or must provide a valid leave request, specifying the anticipated length of the absence.

ARTICLE 12, SECTION 1. (Master Agreement)

A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

The probationary period shall last for Twelve months. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. The matter of the creation of additional probationary periods may be discussed in the appropriate supplemental(s).

JOB VACANCIES:

Whenever a vacancy or newly-created position occurs within the bargaining unit, the Employer will prepare a job notice and will post the opening internally for a minimum of two working days prior to any public advertisement. Bargaining unit employees who submit a letter of interest within two working days to the person designated in the opening announcement will have three additional working days to complete the application and any other requirements for the posted position. When internal applicants do not possess the desired qualifications, Management reserves the right to consider outside applicants.

BROADBAND PAY PLAN PROVISIONS

Section 1. Statement of broadband pay plan objectives. It is the objective of the Montana Public Employee Retirement Administration to pay employees for their competencies and accomplishments and to consider market factors in

establishing pay. The following pay plan provisions represent an initial step toward that goal by progressing employees to target pay for their occupation provided they are not under corrective action.

Section 2. Pay ranges. The following pay ranges are for bargaining unit positions represented by the Association:

Band	Job Title	Working Title	Job Code	Minimum	Target pay
2	Receptionist	Receptionist	434912	\$20,097	\$25,121
2	Document Imaging Oper	Imaging Clerk	439732	\$20,990	\$26,237
2	File Clerk	File Clerk	434712	\$22,739	\$28,424
2	Administrative Clerk	Admin Support	439612	\$24,000	\$30,000
3	Data Processor Tech	Information Systems Processor	439233	\$24,116	\$30,145
3	Auditing Technician	Retiree Audit	433333	\$24,760	\$30,950
3	Accounting Technician	Payroll/Accounting Tech	433313	\$24,960	\$31,200
3	Benefit Technician	Refund Clerk/Active Support/Retiree Support	434833	\$28,195	\$35,244
4	Benefit Technician	Benefit Analyst	434834	\$32,600	\$40,750
4	Benefits Technician	Database Assistant	434834	\$32,600	\$40,750
5	Administrative Specialist	Program Specialist/Paralegal	232114	\$34,651	\$43,314
6	Training Development Spc.	Educ. & Training Specialist	131756	\$37,763	\$47,204
6	Benefits Specialist	Disability Examiner	131736	\$38,707	\$48,384
6	Management Analyst	Publications Specialist	131816	\$42,147	\$52,684
6	Network Administrator	LAN Administrator	151716	\$44,433	\$55,541
6	Comp Systems Analyst	Information Systems Analyst	151516	\$50,418	\$63,023
7	Comp Application Engineer	Software Specialist	151337	\$65,552	\$81,940

Section 3. Career Ladders. In lieu of the Occupational Pay Progression included in the previous PERA Supplement to Master Contract, management and the union agree to task the Labor Management Committee with developing career ladder opportunities.

Section 4. Market progression increases. Effective pay period commencing October 5, 2013, employees will receive a pay adjustment up to a maximum of 10% of their salary on October 4, 2013. The pay adjustment will help to move employee pay ranges from the 2006 market to the 2012 market.

Section 5. Hiring rates. Employees new to state government will typically be hired between 80 – 85% of target for the occupation as indicated in Section 2 pay ranges. In determining a new employee's hiring rate above the minimum for the occupation, the Executive Director, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; MPERA's ability to pay; and the competitive labor market.

Management will provide the union written justification of the starting wage whenever an employee new to state government is hired above 85% of target. This written justification will be provided to the union within one week following the acceptance of the position by the new employee.

Section 6. Training assignments. The Executive Director or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Executive Director or designee may set the employee's base pay rate below the minimum for the occupation as indicated in Section 2 pay ranges, for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

Section 7. Non-exempt supervisors and lead workers. Base pay for bargaining unit supervisors (grandfathered from exclusion through MOA with MPEA) will be eight percent above target for their occupation. Base pay for lead workers, as identified by the Executive Director, will be four percent above target for their occupation.

Section 8. Promotions:

- (1) Promotions into positions in a higher pay band.** Employees who are temporarily or permanently promoted to a position in a higher pay band will receive a 10 percent pay increase, or move to the entry of the higher pay band, whichever is greater.
- (2) Promotions into positions in the same pay band.** Employees who are temporarily or permanently promoted to a position in the same pay band but with a higher pay rate will maintain their target pay ratio of their previous position.

Section 9. Demotions. The Executive Director or designee shall typically set the base pay rate of an employee demoted to a position in a lower pay band to a level that maintains the employee's target pay prior to the demotion. At the director's discretion, the demoted employee's base pay rate may remain the same as it was in the higher pay band. If the maximum base salary of the newly-assigned band is lower than the employee's current base salary, the Executive Director may allow the employee's base pay rate to be pay-protected up to a period of 180 calendar days. At the end of the 180-day period, the employee's base pay rate will be reduced to the maximum pay rate for the new pay band.

Section 10. Within band pay adjustments. Progression within a single occupational pay band, other than that previously described, may be allowed under special circumstances with mutual agreement between the union and MPERA.

Section 11. Reclassifications. Reclassification of a position does not constitute a new position; therefore, the employee maintains their current market ratio based on years of service.

Section 12. 2013- 2015 Statutory Compensation


Should Section 2-18-303 MCA be amended to permit wage increases the parties agree to negotiate the application of that amendment.

All employees covered by this collective bargaining agreement shall receive a 3% across-the-board pay increase effective in the pay period that includes July 1, 2013 and a 5% across-the-board pay increase effective in the pay period that includes November 15, 2014. Said increases shall be on the employee's base pay.

Further, in accordance with Section 2-18-303(a), MCA, these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

This Agreement is signed and dated this 5 day of Feb., 2014.

FOR: STATE OF MONTANA




State Human Resources Division

FOR: MONTANA PUBLIC
EMPLOYEES ASSOCIATION



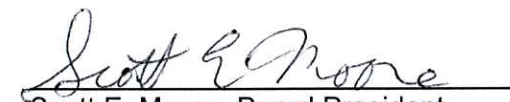
Quinton Nyman
Executive Director
MPEA



Roxanne Minnehan, Executive Director
Public Employee Retirement
Administration



Raymond Berg, Representative
MPEA



Scott E. Moore, Board President
Public Employee Retirement
Administration

MEMORANDUM OF AGREEMENT
BETWEEN
MONTANA DEPARTMENT OF ADMINISTRATION
AND
MONTANA PUBLIC EMPLOYEES ASSOCIATION

The parties agree to amend the Public Employee Retirement Administration Supplement to the MPEA Master Contract as follows:

1. Add the following positions, Customer Service Assistant and Accountant, to the current matrix.

Band	Job Title	Working Title	Job Code	Minimum	Target pay
4	Customer Service Asst	Customer Service Rep	434514	\$28,080	\$35,101
5	Accountant	Accountant	132115	\$31,685	\$39,607


DATED this 23 day of January 2014.


FOR: THE STATE OF MONTANA:


State Office of Labor Relations

FOR: MONTANA PUBLIC
EMPLOYEES ASSOCIATION


Quinton Nyman,
Executive Director
MPEA


Roxanne Minnehan, Executive Director
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